

Payments SaaS

These oneapp Payments SaaS requirements ("Payments SaaS Terms") will apply to Merchant to the extent Merchant uses the Payments SaaS (as defined below). These Payments SaaS Terms supplement the terms of the [Terms of Service](#) between Merchant and oneapp covering Merchant's and End Users' use of the SaaS ("Agreement"). Except as otherwise expressly set forth in these Payments SaaS Terms, the terms of the Agreement, including, without limitation, any indemnifications, disclaimers and liability limitations set forth therein, will apply to the use of the Payments SaaS.

Any capitalized term not defined in the Screening SaaS Terms will have the meaning provided in the [Terms of Service](#).

1. Definitions

"Authorized Payments User" means a Merchant employee, contractor or agent that Merchant has authorized to order or access the Payments SaaS and who is trained on Merchant's obligations under this Agreement with respect to the ordering and use of the Payments SaaS including Merchant's legal and other obligations with respect to the access and use of the Payments SaaS.

"Cards" means a credit card, debit card and other types of payments.

"Card Not Present Transactions" means internet-based transactions.

"Card Present Transactions" means in-person, point-of-sale payment transactions.

"Merchant Services" has the meaning set forth in the Agreement.

"Financial Services Provider" means a financial institution in the United States.

"Keyed Transactions" means manually entered transactions.

"oneapp Payments SaaS" or "Payments SaaS" means the SaaS Merchants use for (1) payment account onboarding; (2) payment underwriting; and, (3) payment data transmission that helps Merchants integrate with a Processor (as defined below).

"Payment Processing" means the processing and settlement of Transactions (as defined below).

"Processor" is Stripe, Inc., organized under the laws of Delaware, which is a technical services provider and may offer the services as an agent of one or more Financial Services Providers. oneapp reserves the right to change Processor at any time, and Merchant will provide the Payments SaaS with any information required to set up an account with any such alternate payment processor. For the avoidance of doubt, oneapp is not a payment processor, bank, payment institution, or money services business.

"Transactions" collectively means Card Not Present Transactions, Card Present Transactions, and Keyed Transactions.

"SaaS" has the meaning set forth in the Agreement.

2. Representations and Warranties, Covenants

2.1 SPECIFIC TO THE PAYMENTS SAAS TERMS, THE REPRESENTATIONS AND WARRANTIES SET FORTH BELOW IN THIS SECTION ARE EACH PARTY'S ONLY REPRESENTATIONS AND WARRANTIES AND NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WILL APPLY.

2.1 Merchant Representations and Warranties. You represent and warrant to us that: (i) the name identified by you when you registered is your name or business name under which you sell goods and services and the information that you have provided to us is accurate and complete; (ii) you are not a member of an organized crime group, a party who has been a member of an organized crime group in the past five years, a quasi-member of an organized crime group, a corporate racketeer, or other similar party, nor are any of your officers or employees a member of the foregoing; and, (iii) you will not carry out, nor use a third party to carry out, any of the following unlawful acts: (a) the act of making violent demands; (b) the act of making unreasonable demands exceeding legal responsibilities; (c) the act of using threatening behavior or violence in relation to a transaction; (d) the act of spreading rumors, using fraudulent means, or using force to harm the other party's reputation or obstruct the party's business; (e) the act of selling products for the purpose of money laundering; (f) the act of using a Card held by you for a sale without reasonable grounds or another act similar to those set forth in (a) through (f).

2.2 Merchant Covenants. You hereby covenant to us that: (i) any Transactions submitted by you will represent a bona fide sale by you; (ii) any Transaction submitted by you will accurately describe the goods and/or services sold and delivered to a End User; (iii) you will fulfill all of your obligations to each End User for which you submit a Transaction and will resolve any disputes or complaints directly with your End Users; (iv) you and all Transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including, but not limited to, any applicable tax laws and regulations; (v) except in the ordinary course of business, no Transaction submitted by you through the Payments SaaS will represent a sale to any principal, partner, proprietor, or owner of your entity; (vi) you will not use the Payments SaaS, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payments SaaS; and, (vii) any information you provide to us will be accurate and complete.

3. Application, Use Case Attestation and Approval

3.1 If applicable, Merchant must submit an application in the form of a use case attestation to Processor and certain Financial Service Provider(s), which sets forth a true, accurate, and complete description of Merchant's business and intended use case(s) for Payment Processing, and which complies with Subsection 2.2 of these Payments SaaS Terms. Merchant's use of the Payments is subject to the Processor's and applicable Financial Service Provider(s) review and approval of Merchant's use application. For the avoidance of doubt, oneapp has no control over Processor's or a Financial Service Provider(s) approval of Merchant's application. Merchant is not entitled to any refunds or credits if: (a) Processor's or a Financial Service Provider(s) rejects Merchant's application; or (b) Merchant's application contains information that is untrue, inaccurate, or incomplete. Merchant will not use the Payments SaaS for any use case that is not approved by Processor's or a Financial Service Provider(s). If Merchant wants to modify its approved use case(s), Merchant must submit a new application for such modified use case(s) for approval.

4. The Processor

4.1 Payment Processing is carried out by the Processor and any of the Financial Services Providers under a separate [Stripe Connected Account Agreement](#), including the United States [Stripe Services Agreement](#) and the applicable [Financial Services Terms](#), and to the extent you use a payment method that is subject to additional terms, the [Payment Terms](#) (collectively, the "Processor Terms"). By accepting this Agreement, you are also accepting and agreeing to be bound by the Processor Terms, which is the legal agreement between you and the Processor.

4.2 oneapp is not a party to the Processor Terms and is not liable to you in respect thereof. By accepting this Agreement and the Processor Terms you are agreeing to the creation of an account with the Processor for Payment Processing (the "Processor Account"). We reserve the right to change the Processor, subject to the terms of our agreement with the Processor. In the event of any inconsistency between this Agreement and the Processor Terms, this Agreement shall prevail, except in the event of any inconsistency between this Agreement and the Processor Terms concerning Payment Processing or the Processor Account, in which case the Processor Terms shall prevail.

4.3 The Processor's role is to accept and process Cards with respect to sales of your Card Not Present Transactions, and if applicable, transmission of data to the Processor from Card Present Transactions, as well as Keyed Transactions.

4.4 oneapp is not a payment processor nor is oneapp providing Merchant with, directly or indirectly, any payment processing services. oneapp is not responsible for (a) the acts or omissions of any payment processor, including, without limitation, a payment processor's failure to process any payments; (b) any data provided by Merchant to oneapp that is in a payment processor's possession; or (c) network connectivity problems outside of oneapp's network.

5. Merchant Responsibilities

5.1 To utilize the Payments SaaS, you must be a business located in the United States.

5.2 You shall not: (i) permit any third party to access the Payments SaaS, except for your Authorized Payments User(s) or as permitted herein, and to carry out Transactions; (ii) create derivative works based on the Payments SaaS; (iii) copy, frame or mirror any part of the content of the Payments SaaS, other than copying or framing for your internal business purposes; (iv) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or trade secrets for any of the Payments SaaS; or, (v) access the Payments SaaS in order to build a competitive product or service.

5.3 It is your responsibility to obtain your End Users' consent to be billed for each Transaction or, as the case may be, on a recurring basis, in compliance with applicable legal requirements and Visa Europe Ltd., Visa U.S.A., Inc., Visa Canada Inc. and Visa International (collectively, "Visa"), MasterCard International Incorporated ("MasterCard"), American Express or other applicable Card networks' (such networks being, collectively, the "Payment Networks") payment rules (the "Payment Network Rules").

6. Payment Methods

The Payments SaaS support most Payment Network Cards, including credit, debit, pre-paid, or gift cards. You assume sole and exclusive responsibility for the use of the Payments SaaS. You also assume sole and exclusive responsibility for Transactions under the Processor Terms. You are solely responsible for verifying the identity of End Users and of the eligibility of a presented Card used to purchase your services, and oneapp does not guarantee or assume any liability for Transactions authorized and completed that may later be reversed or charged back (see section 25 (Your Liability and Indemnification Concerning Liabilities) below). You are solely responsible for all reversed or charged back transactions regardless of the reason for, or timing of the reversal or chargeback. oneapp or the Processor may add or remove one or more types of Payment Networks or Cards, in their sole discretion, at any time, without prior notice to you.

7. Merchant Support

7.1 oneapp will use its commercially reasonable efforts to provide you with customer support to help resolve issues relating to the Payments SaaS. The Processor retains sole and exclusive responsibility for Payment Processing of Transactions, including the settlement of funds, but oneapp will provide reasonable assistance in liaising between you and the Processor concerning the Payment Processing services. You assume sole and exclusive responsibility for providing customer service or support to your End Users for any and all issues related to your products and services, including, but not limited to, issues arising from the processing of Cards through the Payments SaaS.

7.2 In the event an End User submits a complaint about the SaaS via oneapp's support channels, oneapp may, in its sole reasonable discretion, issue a credit, partial refund, or full refund to such End User. Merchant shall bear the full cost of that credit or refund, as applicable, if the complaint was caused by Merchant or Merchant Services.

8. Taxes

8.1 You have sole and exclusive responsibility to determine what, if any, taxes apply to the sale of your goods and services and/or the payments you receive in connection with your use of the Payments SaaS ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority, whether in End Users' jurisdictions, your jurisdiction or elsewhere. We are not obligated to, nor will we, determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority, arising from any Transaction. oneapp retains the right, but not the obligation, at its sole discretion, to complete and file tax or related reports with tax authorities regarding Transactions in those jurisdictions where oneapp deems such reporting necessary. You hereby indemnify and hold oneapp harmless from and against any and all liability related to Taxes and filings made by oneapp in respect thereof.

8.2 You agree to receive all federal and state tax statements in an electronic format and acknowledge that paper tax statements will not be provided. We will notify you when an electronic statement is available in accordance with Section 19.5 of the SaaS Terms (Notices). Specific instructions for access and download will be included.

8.3 In the event you withdraw consent with the SaaS Terms and/or these terms, you will receive all electronic tax-related statements for the duration of time the agreement was authorized.

9. Your End Users

If prohibited by law, you will not impose any fee or surcharge on an End User that seeks to use an eligible Card. You will provide an informational slip or receipt to your End User at the conclusion of the Transaction that includes all information required under Payment Network Rules and applicable law.

10. Security

We maintain commercially reasonable administrative, technical and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access, accidental loss, or modification. oneapp cannot, however, guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes.

11. Data Security

You assume full responsibility for the security of data on your website or otherwise in your possession or control. You agree to comply with all applicable laws and rules in connection with your collection, security, and dissemination of any personal, financial, Card, or Transaction information (collectively, "Data", and as pertains to your End Users, "Cardholder Data"). You agree that at all times you shall be compliant with applicable Payment Card Industry Data Security Standards ("PCI-DSS") and, as applicable, the Payment Application Data Security Standards ("PA-DSS"). You agree to promptly provide oneapp with documentation evidencing your compliance with PCI-DSS and/or PA-DSS upon request. You also agree that you will use only PCI-DSS and PA-DSS compliant service providers in connection with the storage or transmission of Card information, including a cardholder's account number, expiration date, and CVV2. You must not store CVV2 data at any time. Information on PCI-DSS can be found on the [PCI Council's website](#). It is your responsibility to comply with these standards and all the Payment Network Rules. We may request additional security measures at any time and reserve the right to adjust these requirements at our discretion.

12. Audit Right

If oneapp believes that a security breach, personal data breach, or other compromise of data may have occurred, oneapp may require you to have a third-party auditor that is approved by oneapp conduct a security audit of your systems and facilities and issue a report to be provided to oneapp and, at oneapp's discretion, to the Processor, its Financial Services Provider, Payment Networks, and law

enforcement, at your sole cost and expense.

13. Privacy

13.1 Your privacy and the protection of your data are very important to us. You acknowledge that you have received, read in full, and agree with the terms of the [Processor Privacy Policy](#). You also acknowledge that the Processor is required to report your business name and the name of your principals to the Member Alert to Control High-Risk merchants list of MasterCard ("MATCH List") maintained by MasterCard and accessed and updated by American Express, to the VMAS database upheld by Visa Europe, and/or to the Consortium Merchant Negative File maintained by Discover, if applicable, pursuant to the requirements of the Payment Network Rules.

13.2 You acknowledge that the Payments SaaS relies on you for direction as to the extent to which the Payments SaaS is entitled to use and process the personal data in the Cardholder Data that you provide. Consequently, oneapp will not be liable for any claim brought by a data subject arising from any action or omission by oneapp or your use of the Payments SaaS, to the extent that such action or omission resulted from your instruction.

13.3 You consent to the exchange of your information between the account you have established through the SaaS and the Payments SaaS established under this Agreement. oneapp will commingle such accounts and refers to them together in this Agreement as the "oneapp Payments Account".

13.4 In order to process, use, record, and disclose your personal information, information related to your business, and Data, we or our agents may transfer such information to and receive it from the Processor, its Financial Services Provider, or their respective agents and, in so doing, we may transmit or possess it outside of your jurisdiction.

13.5 In order to provide the Payments SaaS, we use a variety of third party "sub-processors" that fall into many broad categories—for example, we use sub-processors to help us: (i) protect you and oneapp from potentially risky transactions, security threats, or fraud; (ii) perform administrative tasks; (iii) deliver portions of the Payments Services (e.g., third parties that work with us to actually process credit card payments or conduct any shipping); (iv) develop and improve our products and the Payments SaaS; (v) generate analytics or other information relating to the Payments SaaS; and, (vi) build our technical infrastructure (e.g., using cloud storage providers or information security vendors). By using the Payments SaaS, you consent to our use of sub-processors, a list of which are provided [here](#).

14. Privacy of Others

14.1 You represent to us that you are in compliance with all applicable privacy laws and that you maintain a publicly accessible privacy policy that accurately discloses how you collect, use, and disclose personal data, including through the Payments SaaS. Additionally, you represent to us that you have obtained all necessary rights and consents under applicable law to allow us and the Processor to collect, use, retain, and disclose any Cardholder Data that you provide to, or authorize us to collect, including information that we may collect directly from you of your End Users via cookies or other means and to use that data to provide the Payments SaaS (e.g., to process Transactions and to screen for fraud or compliance purposes).

14.2 Further, you represent that we will not be in breach of any such laws by collecting, receiving, using, and disclosing such information in connection with the Payments SaaS as described in our Privacy Notice. As between the parties to this Agreement, you are solely responsible for disclosing to your End Users that the Payments SaaS will collect and process their Cardholder Data in oneapp's provision of the Payments SaaS to you, and that in so doing the Payments SaaS may transmit or possess it outside of your or their jurisdiction, and that it may be subject to disclosure as required by applicable law.

14.3 If you receive information about others, including cardholders and other End Users, through the use of the Payments SaaS, you must keep such information confidential and only use it in connection with the Payments SaaS or as otherwise permitted by the subject of such information. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the subject thereof to do so. You may not disclose Cardholder Data to any third

party other than in connection with processing a Transaction requested by your End User.

15. Restricted Use

15.1 You are required to obey all laws, rules, and regulations applicable to your use of the Payments SaaS (e.g., including those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you shall not: (i) utilize the credit available on any Card to provide cash advances to cardholders; (ii) submit any Transaction for processing that does not arise from your sale of goods or service to a End User; (iii) act as a payment intermediary or aggregator or otherwise resell the Payments SaaS on behalf of any third party; (iv) send what you believe to be potentially fraudulent authorizations or fraudulent Transactions; (v) use the Payments SaaS or the Payment Processing services in a manner that a Payment Network reasonably believes to be an abuse of the Payment Network or a violation of the Payment Network Rules; or, (vi) work around any of the technical limitations of the Payments SaaS or oneapp's checkout, use any tool to enable features or functionalities that are otherwise disabled in the Payments SaaS, or decompile, disassemble, or otherwise reverse engineer the Payments SaaS, except to the extent that such restriction is expressly prohibited by law.

15.2 You further agree not to permit any third party to do any of the following: (i) access or attempt to access our systems, programs, or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute, in any way, material from us; (iii) permit any third party to use and benefit from the Payments SaaS via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Payments SaaS or oneapp's checkout, use any tool to enable features or functionalities that are otherwise disabled in the Payments SaaS, or decompile, disassemble, or otherwise reverse engineer the Payments SaaS, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Payments SaaS, prevent access to or use of the Payments SaaS by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or, (vii) otherwise use the Payments SaaS except as expressly allowed under this section.

16. Suspicion of Unauthorized or Illegal Use

We reserve the right to not provide the Payments SaaS in respect of any Transaction you submit that we believe, in our sole discretion, is in violation of this Agreement, any other oneapp or Processor agreement, or exposes you, oneapp, the Processor, or any other third party to actual or potential risk or harm, including, but not limited to, fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement about you, your Transactions, or your oneapp Payments Account.

17. Payment Network Rules

17The Payment Networks have established guidelines, bylaws, rules, and regulations in the form of the Payment Network Rules. You are required to comply with all applicable Payment Network Rules. The Payment Network Rules for Visa, MasterCard and American Express are available on the Internet at the following links: [Visa](#), [MasterCard](#) and [American Express](#). The Payment Networks may amend the Payment Network Rules at any time and without notice to us or to you. Insofar as the terms of this Agreement and/or the Processor Terms are inconsistent with the Payment Network Rules, the Payment Network Rules shall prevail. We reserve the right to amend this Agreement at any time, with notice to you, as may be necessary to comply with the Payment Network Rules.

18. Disclosures and Notices

You agree that oneapp can provide disclosures and notices, including tax forms, that we deem appropriate regarding the Payments SaaS to you by posting such disclosures and notices in accordance with Section 19.5 of the SaaS Terms (Notices). You also agree that

electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices shall be considered to be received by you within twenty-four (24) hours of the time it is emailed to you, unless we receive notice that the email was not delivered.

19. Automatic Reminders

We may use automated telephone dialing, text messaging systems, and email to provide messages to you about your oneapp Payments Account. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or another party. These messages may also be recorded by your answering machine or voicemail. You give us permission to call or send a text message to any telephone number that you have given us and to play pre-recorded messages or send text messages with information about this Agreement or your account over the phone. You agree that we will not be liable to you for any such calls or electronic communications even if information is communicated to an unintended recipient. You understand that when you receive such calls or electronic communications you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we have no liability for such charges. You agree to immediately notify us if you change telephone numbers or are otherwise no longer the subscriber or customary user of a telephone number or email address you have previously provided to us.

20. oneapp Payments SaaS Fees

20.1 You agree to pay the fees for processing that are set out in the applicable Order Form(s), or if not set forth in the applicable Order Form(s), you will be charged the applicable rates available at <https://withoneapp.com/#pricing>, which are incorporated herein by reference (the "Processing Fees"). Processing Fees shall be collected from you by the Processor on our behalf in accordance with the terms of the [Stripe Connected Account Agreement](#).

20.2 Fees for the SaaS are collected by oneapp pursuant to the [Terms of Service](#). All fees, whether charged by oneapp, or charged by you to your Merchants will be referred to collectively as the "Fees". You agree that oneapp may charge any of oneapp's Fees for the SaaS to you or your End Users, where applicable.

20.3 You are obligated to pay all applicable taxes, fees and other charges imposed by any governmental authority, including, without limitation, any value added tax, goods and services tax, harmonized sales tax and/or provincial or territorial sales tax, on the Payments SaaS provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.

20.4 We reserve the right to change the Fees at any time, subject to a thirty (30) day notice period to you in accordance with Section 19.5 of the SaaS Terms (Notices). If you continue to use the Payments SaaS and the Processor Services for such thirty (30) days, then you are deemed to have accepted the change in Fees contemplated by such notice. Notwithstanding the thirty (30) day notice period referred to above, if oneapp or the Processor suspends, disables, or otherwise makes your oneapp Payments Account unavailable to you, and then subsequently reinstates your access to your oneapp Payments Account, the then current Fees at the time of reinstatement shall apply to you.

20.5 In addition to the Fees, you are also responsible for any penalties and fines imposed on you or on us by any bank, money services business, payment network, financial institution, or other financial intermediary resulting from your use of the Payments SaaS in a manner not permitted by this Agreement or by such financial intermediary's rules and regulations.

21. Security Interest

21.1 As security for performance of your obligations under this Agreement, you grant us a first priority lien and security interest on all funds processed and deposited into all Payout Accounts (as defined in the Processor Terms), and any other bank accounts associated with your oneapp Payments Account, and in any funds processed using the Payment Processing services. These security interests and

liens will secure payment and performance of all of your obligations under this Agreement and any other agreements now existing or later entered into between us and you, including, without limitation, your obligation to pay any amounts due and owing to us. You will execute, deliver and pay the fees for any documents we request to create, perfect, maintain, and enforce this security interest.

21.2 Our Collection Rights To the extent permitted by law, we may collect any obligations you owe us under this Agreement by requesting that the Processor deduct the corresponding amounts from the Reserve Account (as that term is defined below) or from funds payable to you arising from the settlement of Transactions. Fees will be assessed at the time a Transaction is processed and will be first deducted from the funds received for such Transaction. If these amounts are not sufficient to meet your obligations to us, we may charge the payment method associated with your oneapp Payments Account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including, without limitation, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

21.3 Further, we may deduct, or request that the Processor deduct, from any accounts associated with your oneapp Payments Account, including the Processor Account and the Reserve Account, any amounts that you owe to us under this Agreement or any other agreement you have entered into with us or our affiliates.

Additionally, we may require a personal guarantee from a principal of a business for funds owed under this Agreement. If we require a personal guarantee we will specifically inform you in advance.

21.4 In addition to the amount due, delinquent accounts may be charged with fees that are incidental to the collection of delinquent accounts and chargebacks, including, but not limited to, collection fees and convenience fees and other third-party charges.

21.5 You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to oneapp by you. Such communication may be made by oneapp or by anyone on its behalf, including, but not limited to, a third-party collection agent.

22. Reserves

22.1 Funds held in reserves are amounts of money set aside to cover chargebacks, refunds, or other payment obligations under this Agreement (the "Reserve Account"). We, in our discretion, will set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for a Transaction are held for a period of time, or that additional amounts are held in the Reserve Account. We, in our discretion, may elect to change the terms of the Reserve Account at any time, for any reason, based on your payment processing history or as requested by our payment processors.

22.2 We may require you to fund the Reserve Account by means of: (i) any funds payouts made or due to you for Transactions submitted to the Payments SaaS; or, (ii) amounts available in your bank account by means of ACH debit to your oneapp Payments Account; or, (iii) other sources of funds associated with your oneapp Payments Account; or, (iv) requesting that you provide funds to us for deposit to the Reserve Account. In accordance with the Processor Terms you authorize us to debit your bank account without separate notice, and according to the applicable User Bank Account Debit Authorization (as defined in the [Processor Terms](#)), to collect amounts you owe under this Agreement.

22.3 You agree that: (i) you are not entitled to any interest or other compensation associated with the funds held in the Reserve Account; (ii) you have no right to direct that account; (iii) you have no legal interest in those funds or that account; and, (iv) you may not assign any interest in those funds or that account.

23. Payment Issues

Merchant is solely responsible for managing and resolving all complaints, refunds, or credits or payment issues, disputes, reversals, chargebacks, or adjustments.

24. Contesting Chargebacks

24.1 You or oneapp may elect to contest chargebacks assessed to your account. oneapp may provide you with assistance, including notifications and software to help contest your chargebacks. We do not assume any liability for our role or assistance in contesting chargebacks.

24.2 You grant us permission to share records or other information required with the cardholder, the cardholder's financial institution, and your financial institution to help resolve any chargeback. You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible chargeback being assessed.

24.3 If the cardholder's issuing bank or the Payment Network does not resolve a dispute in your favor, we may recover the chargeback amount and any associated fees from you as described in this Agreement.

24.4 We reserve the right, upon notice to you, to charge a fee for mediating or investigating chargeback disputes.

25. Effects of Termination

25.1 Upon termination and closing of your oneapp Payments Account, we will immediately discontinue your access to the Payments SaaS. You agree to complete all pending Transactions, immediately remove all logos for Cards, and stop accepting new Transactions through the Payments SaaS. You will not be refunded the remainder of any Fees that you have paid for the Payments SaaS if your access to or use of the Payments SaaS is terminated or suspended. Any funds in the Financial Services Provider's custody will be paid out to you subject to the terms of your Payout Schedule (as defined in the Processor Terms).

25.2 Termination does not relieve you of your obligations as defined in this Agreement, and the Processor may elect to continue to hold any funds deemed necessary, pending resolution of any other terms or obligations defined in this Agreement, including, but not limited to, chargebacks, fees, refunds, or other investigations or proceedings.

25.3 Termination of this Agreement will not necessarily terminate your SaaS Terms, unless oneapp determines otherwise.

25.4 Upon termination you agree: (i) to immediately cease your use of the Payments SaaS; (ii) to discontinue use of any oneapp or Processor trademarks and to immediately remove any oneapp or Processor references and logos from your website and/or physical location, if applicable; (iii) that the license granted under this Agreement shall end; (iv) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (v) that we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Payments SaaS, or any termination or suspension of the Payments SaaS, or deletion of your information or account data; and, (vi) that you will still be liable to us for any fees or fines, or other financial obligation incurred by you or through your use of the Payments SaaS prior to termination.

26. Your Liability and Indemnification Concerning Liabilities

26.1 Nothing in this Agreement shall serve to diminish your liability under the Processor Terms or SaaS Terms. You are obliged to fulfill your obligations under this Agreement and those under the Processor Terms and SaaS Terms.

26.2 oneapp has agreed to indemnify and hold the Processor harmless for some, and, in some cases, all of your liabilities occurring under the Processor Terms, including, but not limited to, disputes (including, but not limited to, chargebacks), refunds, reversals, returns and fines (as such terms are defined in the Processor Terms). Insofar as oneapp becomes liable to the Processor or any other third party for any penalties, fines, fees, or other liabilities under or in respect of the Processor Terms, the Payments SaaS, the Payment Processing services, or the Payment Network Rules, you agree to indemnify and hold oneapp harmless from and against any and all such liabilities.

26.3 Additionally, we may require a personal guarantee from a principal of a business for funds owed under this Agreement.

26.4 You will be required to reimburse us for your liability. You will not receive a refund of any Fees paid to us. If you are liable for any amounts owed to us, we may immediately remove such amounts from your Reserve Account and deduct the amounts owed to us from such Reserve Account funds. If you do not have sufficient funds in the Reserve Account to cover your liability, you will be required to immediately add additional funds to your Reserve Account to cover funds owed to us. If you do not do so, we may engage in collections efforts to recover such amounts from you at your cost and expense.

27. Change of Business

27.1 You agree to give us at least thirty (30) days prior notification of your intent to change your current product or services types, your business or trade name, or the manner in which you accept payment. You agree to provide us with prompt notification within three (3) days if you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, bankruptcy, or similar action or proceeding initiated by or against you or any of your principals (any of the foregoing, a "Bankruptcy Proceeding"). You also agree to promptly notify us within three (3) days of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of twenty-five percent (25%) or more of your total assets, or any change in the control or ownership of your or your parent entity. You will also notify us within three (3) days of any judgment, writ, warrant of attachment or execution, or levy against twenty-five percent (25%) or more of your total assets.

27.2 You will include us on the list and matrix of creditors as filed with any bankruptcy, commercial or civil court in connection with any Bankruptcy Proceeding, whether or not a claim may exist at the time of filing. Failure to do so will be cause for immediate termination of this Agreement and shall allow the pursuit of any other action available to us under the applicable Payment Network Rules or law.

28. Third-Party Services and Links to Other Web Sites

You may be offered services, products, and promotions provided by third parties and not by us. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that we are not responsible for the performance of these services. The oneapp website may contain links to third-party websites as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, or recommendation by us. You agree that your access to any such website is at your own risk, and that the site is not governed by the terms and conditions contained in this Agreement. We expressly disclaim any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Notice is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.